

## EXHIBIT 094 - 11/16 2:24 PM Flores Msg to Emre

## EXHIBIT 16

(Tuesday, November 16, 2:24 PM CST)

—— Original Message ——

From: Lance @ MFI

To: Kerim Emre

Sent: Tuesday, November 16, 2010 2:24 PM

Subject: Re: Stipulations for Settlement

Kerim,

I had to stop working on the settlement, which essentially formalizes "Scenario1" below, as Scott is rattling swords. I don't know if he is going to deliver the proof. I hope this not what he is doing. We will proceed to immediate injunctive relief from the Court to audit and take over the transaction, then proceed to discovery and trial if Scott does not deliver. If you can provide information it would suffice, and we could move onto the settlement. I don't understand why Scott will not comply, and most likely, neither will the judge. Scott seems determined to force this situation into full blown litigation. If you can provide any proof of the legitimacy of this transaction, I urge you to do so, and let's just move on. I think the settlement is actually an excellent opportunity to advance everyone's interests.

Best Regards,

Lance

On 11/15/2010 3:15 PM, Lance @ MFI wrote:

| Yes. Scenario 1 is the proposed principle for the agreement. We are completing the Stipulations for Settlement for you and the Settlement Agreement for the Court. We should have that available shortly.

| Best Regards,

| Lance

| On 11/15/2010 2:59 PM, Kerim Emre wrote:

|| Hi Lance,

|| Vicki and you were advised what my stance was on the settlement on October 25th. You still have not provided any paperwork to me, period. Â Still waiting on these docs that you "printed on letterhead to send out immediately."

|| &c.

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**EXHIBIT 095 - 11/16 3:45 PM Koster Msg - Notice of defaced Gold Transaction Information Delivery**

(Tuesday, November, 2010 3:45 PM CST)

——— Original Message ———

Subject: Attaching the requested documents.

Date: Tue, 16 Nov 2010 15:45:25 -0600

From: Scott Koster <koster.scott@gmail.com>

To: Lance @ MFI <lance@mockingbirdfilms.com>, LegalDeptCV@mockingbirdfilms.com

CC: Kerim Emre <kerim.emre@gmail.com>

Lance,

I need you to understand that the to come attachments include sensitive information about the transaction, the parties involved, and important financial information that is not to be distributed freely. Please, prior to providing this information to any parties outside of those with a direct part in this transaction, sanitize the beneficiary information out of the documents, as well as any contact information for Richard and his parties. You are being provided this information as a member of the transaction, and only in those regards.

The items which cannot be provided are as follows:

①→ MT798/760 delivery conformation, as this has not yet taken place.

Specific dates/timelines for the payment, as these are directly dependent on the swift to take place.

I will send the attachments separate from this email.

If you have any questions, please address them directly to myself, so that I may be provided an opportunity to answer them prior to anyone else making assumptions of any manner.

—

Scott A. Koster

koster.scott@gmail.com

info@alicorncapitalmanagement.com

Direct: 612-916-7007

Conference Line: 218-844-8230

Access Code: 380262#

Skype: alicorn.capital

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EXHIBIT 096 - 11/16 4:24 PM Koster Msg - Response to Flores 4:10 PM Msg

(Tuesday, November 16, 2020 4:24 PM CST)

----- Original Message -----

Subject: Re: Attaching the requested documents.

Date: Tue, 16 Nov 2010 16:24:57 -0600

From: Scott Koster <koster.scott@gmail.com>

To: Lance @ MFI <lance@mockingbirdfilms.com>

I did not forget, Im uploading them separately. I have satellite internet, and the uploads are super super slow. I do not have a copy of the buy/sell contract, so I have requested this from Winston, so that it can be submitted into the package.

I will send over the SBLC engagement docs, signed and executed by Mr. Cook.

I will then get together the rest of the docs, and get them off to you after my meetings this evening.

Scott

On Tue, Nov 16, 2010 at 4:10 PM, Lance @ MFI <lance@mockingbirdfilms.com> wrote:

| Scott

| ①→ I'm not interested in anything but verification. If the information can be verified and we are satisfied that's all. But, you did forget to attach documents. I use to do that all the time. Now my Foxfire mail client, reminds me when I forget.

| Lance

(&c.)

**EXHIBIT 097 - 11/16 Koster Msg w/7 Attachments**

----- Original Message -----

Subject: SBLC documents Part 1 of 2  
Date: Tue, 16 Nov 2010 16:26:41 -0600  
From: Scott Koster <koster.scott@gmail.com>  
To: Lance @ MFI <lance@mockingbirdfilms.com>

Lance,

Please see the attached documents for the SBLC enagement. These have been signed and executed by Mr. Cook, and reviewed/initialed by Ivan.

--

Scott A. Koster  
koster.scott@gmail.com  
info@alicorncapitalmanagement.com  
Direct: 612-916-7007  
Conference Line: 218-844-8230  
Access Code: 380262#  
Skype: alicorn.capital

{E-mail Attachments: scan0001.pdf; scan0002.pdf; scan0003.pdf; scan0004.pdf; scan0005.pdf ; scan0006.pdf; scan0007.pdf; Exhibits 98-103}

**EXHIBIT 098 - CBS/Alicorn Engagement Letter**

**Cook Business Services LLC & Alicorn Capital Management LLC**

**ENGAGEMENT LETTER**



**Alicorn Capital Management, LLC.**  
14391 80th Street, Milaca, MN 56353

612-916-7007

## ENGAGEMENT LETTER

This Engagement Letter is entered into this 17th day of October, 2018 by and between Alicorn Capital Management, LLC ("ACM"), a Minnesota Corporation with its principal place of business at 14391 80th Street, Milaca, MN 56353 ("ACM / Intermediary") and Western Bank a Representative of Cash Services, LLC ("Recipient" / "Client"), an entity who's principal place of business is located at 1710 Morgan 14 Milaca, MN 56353 (collectively, "the parties").

WHEREAS, Recipient requires a Stand by Letter of Credit (SBLC) to facilitate the requirements of a business transaction, and

WHEREAS, Intermediary has the ability to provide the SBLC subject to the terms and conditions stated herein,

NOW THEREFORE, in consideration of the mutual and respective covenants contained in this Engagement Agreement, Intermediary and Recipient agree as follows:

- Agreement** -- Intermediary agrees to provide Recipient a provider for delivery of a: cash backed assignable, transferable and divisible Stand by Letter of Credit (SBLC) for ten million United States Dollars (\$10,000,000.00) from a qualified financial service provider. The SBLC will be delivered via Swift Transmission MT760 via MT798 Envelope for LC delivery. Bonded Courier, as well as electronic dissemination:

<b>Amount:</b>	10,000,000.00 (USD)
<b>Term:</b>	Initial delivery for sixty (60) days and written for One year and One Day
<b>SBLC Supplier:</b>	Qualified Financial Service Provider - SBUSA
<b>Method of Delivery:</b>	SWIFT MT798 containing an 760 message type, Electronic Delivery, Courier
<b>Service Fee:</b>	10% per calendar year
<b>Method for paying fees:</b>	Service fee for the first 60 days, due in escrow. And payable by ACM. Thirty 30 day extensions are at a discounted rate of 1% per 30 days, for a period of 1 year. All fees are due and payable to financial coordinates provided. See Exhibit "D" Fee Protection Agreement.
<b>EXTENSIONS:</b>	One percent (1.0%) per month after initial sixty days. Full & Payable within 50 days of issuance.
<b>SWIFT:</b>	SBLC delivered via MT798/760; \$32,000 USD per SWIFT
<b>Client to Supply:</b>	Application, Color copy of passport and engagement fee.

Engagement Letter

Initials

*[Handwritten initials]*

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**EXHIBIT 099 - CBS/Alicorn Escrow & Wire Inst to Busch Law Cntr**

**Cook Business Services LLC & Alicorn Capital Management LLC**

**ESCROW & WIRE INSTRUCTIONS TO BUSCH LAW CENTER**

**Alicorn Capital Management, LLC.**  
**14391 80th Street, Milaca, MN 56353**  
**612-916-7007**

3434 Anthem Way, Ste 118-621, Anthem, AZ 85086-0648  
 PHONE: (623) 626-1995 / FAX: (623) 551-1006  
 DATE: ~~March 13, 2018~~  
 ESCROW AGENT: LARRY J. BUSCH, JR., ATTORNEY AT LAW  
 ESCROW NO:

ESCROW INSTRUCTIONS EXHIBIT "A"

**PARTIES TO THIS ESCROW:** This escrow is established by and between ~~SBUSA, a subsidiary of Bank of America, National Association, a member of the FDIC, and its principal place of business is located at 100 South Main Street, Suite 200, Phoenix, AZ 85004~~ hereinafter referred to as ("Company") and Alicorn Capital Management, LLC, with its principal place of business listed above, hereinafter referred to as ("ACM"), collectively referred to as ("Parties or Principals").

**PURPOSE OF THIS ESCROW:** ACM has arranged the lease of an SBLC. This transaction is between SBUSA ("Provider") and Company, and the purpose of this Escrow is to pay the fee and related costs for the lease of the funds. Escrow Agent has been provided a copy an unsigned "Engagement Letter" for informational purposes only. ACM shall by wire transfer the amount required to secure delivery of the SBLC for a period of sixty (60) days. Immediately upon receipt by email or fax of a copy of a document titled "Engagement Letter" that has been signed by ACM and Company, and a copy of an operative SBLC, Escrow Agent shall wire transfer funds per ACM's instructions less escrow fees and charges without further authorization from the Company.

**ESCROW AGENT DUTIES:** Escrow shall receive by wire transfer from ACM for the purpose of securing an SBLC for a period of sixty days. Said SBLC will name the Company as the account holder with the beneficiary to be determined at a later date. Immediately upon receipt by email or fax of a copy of a document titled "Engagement Letter" that has been signed by ACM and Company, and receipt of an electronic copy of an operative SBLC, escrow agent shall wire transfer funds per ACM's instructions less escrow fees and charges without further authorization from the Company.

**NOTICES:** All notices, requests, demands, and other communications under this escrow shall be either in writing or sent by facsimile transmission with written confirmation mailed and shall be deemed to have been duly given on the date of service if served personally, or sent by facsimile transmission, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed.

All funds received into escrow shall be deposited with other escrow funds in a general trust account of Busch Law Center, LLC, unless otherwise instructed.

Escrow Agent is not a party to, or bound by, any provisions contained in any property which may be deposited under, evidenced by, or arise out of these instructions, and with respect thereto, acts as a depository only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any property or with respect to the form or execution of the same, or the identity, authority or right of any person executing or depositing the same.

Escrow Agent shall not be required to take or be bound by notice of any default of any person, including any Principal, or to take any action with respect to such default whether or not such action involves any expense or liability. These instructions shall not be subject to modification or rescission except upon receipt by Escrow Agent (at the office named above) of written instructions from each of the principals or their successors in interest, and no such rescission or modification shall be effective unless consented to by Escrow Agent in writing.

Principals hereby indemnify and hold Escrow Agent harmless against any loss, liability, damage, cost or expense, including reasonable attorneys' fees, (a) related in any way to Escrow Agent's acting upon any

Initials:

*[Handwritten signatures]*

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**ESCROW INSTRUCTIONS, EXHIBIT "A"**

Notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be signed by Principals or any other proper person, and (c) incurred in connection with any act or thing done hereunder.

**Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith or for any mistake of fact or law or for anything which Escrow Agent may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct. Escrow Agent shall have duties only to the Principals, and no person shall be deemed a third party beneficiary of these instructions.**

Witness:                      /                     

**Escrow Agent may consult with legal counsel** in the event of any dispute or question as to the construction of these instructions or Escrow Agent's duties there under, and Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of counsel.

**In the event of any disagreement between the Principals**, or any of them or any other person or persons whether or not named in these instructions, and adverse claims or demands are made in connection with or for any of the Property, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand so long as such disagreement shall continue, and in so doing, Escrow Agent shall not be or become liable for damages or interest to the Principals, or any of them, or to any other person or persons for Escrow Agent's failure or refusal to comply with such conflicting or adverse claims or demands. Escrow Agent shall be entitled to continue so to refrain and refuse so to act until: (a) - the rights of the adverse claimants have been fully adjudicated in a court assuming and having a jurisdiction of the claimants and the Property; or (b) - all differences shall have been adjusted by agreement, and Escrow Agent shall have been notified thereof in writing by all persons deemed by Escrow Agent, in its sole discretion, to have an interest therein.

**In addition, Escrow Agent in its sole discretion**, may file a suit in interpleader for the purpose of having the respective rights of all claimants adjudicated, and may deposit with the court all of the Property; and the Principals agree to pay all costs and counsel fees incurred by Escrow Agent in such action; said costs and fees to be included in the judgment in any such action.

**In consideration of acceptance of this appointment** by Escrow Agent, the Principals agree to indemnify and hold Escrow Agent harmless as to any liability incurred by Escrow Agent to any person, firm or corporation by reason of its having accepted same or in carrying out any of the terms hereof, and to reimburse Escrow Agent for all its expenses, including among other things, counsel fees and court costs incurred by reason of its position or actions taken pursuant to these Escrow Instructions. The Principals hereby agree that the Escrow Agent shall not be liable to any of them for any actions taken by Escrow Agent pursuant to the terms hereof.

**Escrow Agent is hereby authorized, in its exclusive discretion**, to obey and comply with all writs, orders, judgments or decrees issued by any court or administrative agency affecting any money, documents or things held by Escrow Agent. Escrow Agent shall not be liable to any of the parties hereto, their successors, heirs or personal representatives by reason of Escrow Agent's compliance with such writs, orders, judgments or decrees, notwithstanding such writ, order, judgment or decree is later reversed, modified, set aside or vacated.

**If any action is brought to interpret or enforce these instructions**, or any part hereof, the Principals jointly and severally agree to pay to Escrow Agent all Escrow Agent's fees, accounting fees, special and extra service fees, and other costs related to such action.

**In the event the escrow established hereby is canceled**, the Principals jointly and severally shall nevertheless pay to the Escrow Agent the initial fee together with all costs and expenses of Escrow Agent. Notwithstanding anything in these instructions to the contrary, Escrow Agent may, in its sole discretion, upon ten (10) days written notice to any of the Principals, resign as Escrow Agent and Escrow Agent shall be entitled to reimbursement for those costs and expenses incurred to the date of such resignation.

Initials:

                     /                     

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**ESCROW INSTRUCTIONS, EXHIBIT "A".**

Cancellation by the Principals or resignation by Escrow Agent, after deducting Escrow Agent's fees, costs and expenses, the balance of any funds or Property shall be returned to the respective Principals who shall have deposited same.

**In the event that:**

- (a) Escrow Agent performs any services not specifically provided herein or
- (b) There is an assignment or attachment of any interest in the subject matter of the escrow established hereby or any modification thereof, or
- (c) Any dispute or controversy arises hereunder, or
- (d) Escrow Agent is named a party to, or intervenes in, any litigation pertaining to this escrow or the subject matter thereof, Escrow Agent shall, in addition to fees and charges for ordinary services, be reasonably compensated therefore and reimbursed for all costs and expenses, including but not limited to attorneys' fees, occasioned thereby.

Escrow Agent shall have a first lien on the Property for such compensation and expenses, and the Principals agree jointly and severally to pay the same to Escrow Agent.

Initials: DE , SAK G. J. J. J.

These escrow instructions are not intended to amend, modify, or supersede any prior contract or agreement that may contain certain contingencies by and between the Parties that may not be set forth in these instructions. Escrow Agent is a party only to these instructions and shall have no responsibility for the enforcement or adhere to any other agreements of the Parties.

Escrow Agent shall be entitled to an initial, non-refundable set-up fee ("initial fee") of \$1,100.00, payable concurrently with its acceptance, and to additional compensation as follows: Plus: \$50.00 per wire transfer

The Principals understand that Escrow Agent will charge additional fees, including premium hourly fees, for any services performed according to these Escrow Instructions, or any modification or any service not specifically provided therein, that involve concerted effort, employees working overtime, expedited handling of any aspect of the Escrow, or other similar services.

These escrow instructions may only be amended by a writing signed by all Principals. UPON THE DISBURSEMENT OF THE FUNDS AND DOCUMENTS, THIS ESCROW SHALL BE CONSIDERED CLOSED AND NO LATER THAN November 1, 2010, OR AS SOON THEREAFTER AS THE CONDITIONS ARE MET.

These instructions may be executed in counterparts, each of which so executed shall be deemed as original, irrespective of the date of its execution and delivery, and said counterparts together shall constitute one and the same instrument.

EACH OF THE UNDERSIGNED STATES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THESE INSTRUCTIONS. ESCROW AGENT IS NOT AUTHORIZED TO GIVE LEGAL ADVICE. IF THE PRINCIPALS DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY BEFORE SIGNING.

This Agreement is agreed to and acknowledged by:

Its: Walter J. J. J.

Individually and on behalf of:

Deek Business Services, LLC Date 10/19/2010

For Atorn Capital Management, LLC

Scott A. Kostar

Date October 12, 2010

Scott A. Kostar, General Partner

Initials:

DE , SAK G. J. J. J.

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## Optional extensions:

Type	SBLC
Amount:	Ten Million USD, (\$10,000,000)
Service Fee:	Ten percent of face value. (10%)
ACM Fees:	One million USD, (\$1,000,000); must be received at designated coordinates within fifty (50) days of initial instrument delivery or instrument will expire on day sixty (60).
Term of extension:	Remaining ten months, (10); total term one year and one day.
Method of Payment:	Per Fee Protection agreement (FPA), Exhibit "D", to be executed by "Client" and lodged with the paymaster of ACM's choice.

4. **USE OF LEASED FUNDS BY CLIENT.** The use of the leased funds shall which be determined by the Client subject to the following terms, conditions and understandings:

a. **No Due Diligence Required of Client.** The Client does not require and does not expect that ACM shall perform any due diligence whatsoever on the use of the leased funds prior to or during the use of the Leased Funds. The use and purposes of the use of the Leased Funds shall be solely determined by the Client without the input, direction, assistance, supervision or knowledge of ACM.

b. **Lawful Use Only.** The Client agrees that the use of the Leased Funds at all times shall be lawful, fully and not subject to any sanction or scheme that may be or is unlawful in any jurisdiction in the World.

c. **No Representations Regarding Leased Funds.** In the use of the Leased Funds, Client agrees that it shall fully disclose to all parties who may be likely to, or do in that rely in any manner whatsoever on the availability or existence of the Leased Funds that said Leased Funds are "leased from a Lessor" and are not owned by any manager whatsoever by the Client or anyone else other than the Lessor. In other Client shall disclose to any and all lenders or other appropriate parties that the funds are leased and subject to being returned in a time certain to the Lessor, i.e. therefore if the Leased Funds are listed as an asset on any document then there shall be a corresponding liability, loan or note for the repayment or return of the Leased Funds to the Lessor.

d. **Leased Funds cannot be Transferred, Sold, Pledged, Liened, Drawn on, etc.** Notwithstanding the fact that the Leased Funds may appear in an account in the name of the Client, Client understands and agrees that the Client (or anyone else) cannot (or even agree to attempt to) transfer, block, pledge, lien, or draw on the Leased Funds in any manner whatsoever.

e. **Client to Make Full Disclosure of Restrictions and Limitations.** Client agrees that it shall fully disclose to all parties who may be likely to, or do in that rely in any manner whatsoever on the availability or existence of the Leased Funds that said Leased Funds are "leased from a Lessor" by the Client and that the Leased Funds cannot be transferred, sold, blocked, pledged, lien, or drawn on in any manner whatsoever for any reason whatsoever by the Client or anyone else.

f. **Adding of additional Parties, Aggregating Funds, Encumbered.** The Client nor any one on behalf of the Client may add additional parties to the Leased Funds Agreement, the Leased Funds or the Leased Funds Account or anyone who can. The Leased Funds account is not a bank account and institution where the Leased Funds are deposited and a matter of record. Further, the Client agrees that it shall not aggregate to with the Leased Funds with other funds from existing or new or any financial institution.

Finder Fee Agreement *[Signature]* / *[Signature]* Initials

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**Alicorn Capital Management, LLC.**  
**14391 80th Street, Milaca, MN 56353**  
**612-916-7007**

EXHIBIT B

## FINDER FEE AGREEMENT

1. This **AGREEMENT** is entered into by and between Alicorn Capital Management, LLC ("ACM"), a Minnesota Corporation with its principal place of business at 14391 80<sup>th</sup> Street, Milaca, MN 56353 and Winston Cook, representative of the Bank of America, N.A. ("Client"), an entity in the state of Georgia with its principal place of business at 111 Peachtree Street, N.W., Atlanta, GA 30303 (collectively, the "Parties").

2. Client has requested ACM to assist them in arranging an introduction to "Lender" (SBLC) for the purpose of obtaining a BG/SBLC. Said introduction is so that client can facilitate project funding. Client hereby engages ACM as Client's agent for a period of 90 days from the date of execution of this document and is granted the right for said period to obtain a SBLC/BG from an Investor or Correspondent to provide the said instrument. Upon delivery of said SBLC via any of the afore mentioned methods (electronic, bonded courier, or SWIFT MT760) and a document titled "Engagement Letter" which is signed by both Client and ACM during said period, then said service fee is considered earned. ACM agrees to use best effort in endeavoring to arrange said BG/SBLC during the term of this agreement. Client agrees to accept above mentioned terms: and

*[Handwritten signatures: P. Miller, W. Cook, SAK initials]*

3. **Service Requested:** ACM to provide Introduction to Lender for the purpose of obtaining a BG/SBLC.

### TERMS AND CONDITIONS

Initial Delivery:

Type:	SBLC
Amount:	Ten Million USD. (\$10,000,000)
Service Fee:	ACM to Pay all service related fees
ACM Fees:	ACM to pay all service related fees
Term:	Sixty days. (60) plus optional extensions
Method of Payment:	See Exhibit "A" Escrow Instructions and Exhibit "C" Wiring Instructions for banking coordinates

Finder Fee Agreement *[Handwritten signatures: P. Miller, W. Cook, SAK initials]*

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*g. Disclosure of Funding and Accounting Restrictions.* Client agrees that it shall fully disclose to all parties who may, or likely to, or do in fact rely in any manner whatsoever on the availability or existence of the Leased Funds that said Leased Funds are "leased from a Lessor" by the Client and that additional parties cannot be added to the Leased Funds or the Leased Funds Account, and that the Leased Fund or the Leased Funds Account cannot be joined or aggregated with other funds of the Client or anyone else in any manner whatsoever.

*h. No Benefit Recurrence.* Important warning: Client agrees that notwithstanding an understanding of the value of the Leased Funds to exist in contemplating a transaction contemplated by the Client, it may be that the use of the Leased Funds may have no economic or useful value whatsoever with regard to the completion of the contemplated transaction or any other matter. Because the Leased Funds may have no useful value, Client agrees that whether or not the use of the Leased Funds by the Client - or on behalf of the Client - actually benefits, the Client is (1) not in any manner whatsoever the responsibility of ACM and (2) is the sole responsibility of the Client.

*i. Read and Understand This Paragraph.* The Client represents and agrees and certifies by placing Client's initials below that Client has read and understands in whole and in part this Paragraph 5 a. through 5 h.

Initials of Client WAC / JP

**5. DISCLAIMER OF IMPLIED WARRANTY(S). WITH REGARD TO THE USE OF THE LEASED FUNDS, ACM HEREBY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY OF ANY KIND FOR FITNESS FOR A PARTICULAR PURPOSE AND/OR FOR ANY OTHER WARRANTY(S).**

**6. INDEMNITY:** a. The Client agrees at its expense to defend, indemnify and hold ACM harmless from any and all third party claims, demands, causes of action and judgments (including attorney's fees, court costs and expert witness fees and claims by anyone or any entity) arising out of (i) Client utilizing the Leased Funds in any manner whatsoever, (ii) Client's advertising or promotion of any and all activities related directly or indirectly to the use of the Leased Funds, (iii) Client's misuse of the Leased Funds or the use thereof causing injury to third party(s), (iv) Client injuring a third party in any manner whatsoever or (v) Lessor withdrawing permission of the Client to use the Leased Funds. In any dispute, ACM shall be consulted with regard to any admission or settlement that may adversely affect the interests of ACM. Under this indemnity provision in no event shall ACM be liable for any damages, including without limitation, loss of profits by anyone, arising from or related to the Client's use of the Leased Funds or the termination of this Agreement or the Leased Funds Agreement, even if ACM has notice of the possibility of such damages.

**7. Client warrants that the information furnished to ACM herein, elsewhere and otherwise by Client is true and accurate and complete to the best of Client's knowledge and belief, and not substantial information adverse or detrimental to the granting of the financing has been withheld from the ACM. Further, Client agrees to cooperate fully with ACM's requests in providing information, documentation or other material necessary to complete the application for obtaining said SBLC.**

In the event of termination of this agreement due to breach of this agreement by Client, in addition to any other rights of ACM or Investor/Correspondent, Client agrees to pay all reasonable costs and other directly chargeable expenses paid or incurred by ACM or Investor/Correspondent acting pursuant to this Agreement or any or commitment issued pursuant hereto. Client further agrees that, in such event, ACM has the right to demand funds upon delivering an invoice for this purpose.

**8. Client will not subsequently communicate either directly or indirectly with any Investor and or Financier approached and/or introduced to the Client by Alicorn Capital Management through these documents or otherwise**

Finder Fee Agreement WAC / JP Initials

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**Alicorn Capital Management, LLC.**14391 80<sup>th</sup> Street, Milaca,  
MN 56353

EXHIBIT C

**WIRING INSTRUCTIONS****BANK:** MidFirst Bank  
3611 W. Anthem Way  
Anthem, AZ 85086**ACCOUNT NAME:** Busch Law Center, LLC - IOLTA**ROUTING #:** 122187445**ACCOUNT #:** [REDACTED] 0443**KNOWN TO PAYMASTER:** Alicorn Capital Management, LLC.**FOR THE BENEFIT OF:** Cook Business Services, LLC..**AMOUNT:** All related service fee for initial delivery**Bank Tel:** 623-344-1145**Bank Officer:** Michael Farris**International Funds Sent to Paymaster in U.S.**

<b>Bank Name:</b>	JP Morgan Chase
<b>SWIFT:</b>	Code CHASUS33
<b>Account Number:</b>	10069809
<b>Account Name:</b>	MidFirst Bank, aba 303087995, FCC Busch Law Center LLC
	[REDACTED] 0443

Exhibit "C"

[Signature] [Signature] JAK Initials

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**EXHIBIT 100 - CBS 10/14/2010 Fee Protection Agmt**

Cook Business Services LLC

**FEE PROTECTION AGREEMENT OF 10/14/2010**

**COOK BUSINESS SERVICES, LLC**

5710 Melanie Frl, Atlanta, GA 30349-2853

Ofc: 770-969-2217 fax: 678-802-0901

**FEE PROTECTION AGREEMENT  
(IN BEHALF OF THE INTERMEDIARY GROUP)**

Date : 10/14/2010

Transaction Code : IGC-BI-CBS400

Borrower Code :

**BENEFICIARY : INTERMEDIARY GROUP .....**

Transaction : Managed Buy/sell : Commodities

Face Amount : 12% of \$10,000,000 SBLC monthly; Per Asset Management Agreement

Instrument details : SBLC from SBUSA

Remaining Service Fee: 10% per calendar year

The undersigned, with full corporate responsibility, under penalty of perjury, issue this irrevocable Fee Protection Agreement of eight hundred and sixty thousand United States Dollars (\$860,000) to be paid as listed below, for intermediaries, of the total face value of each and every transaction described above, including all extensions thereof as outlined in the Asset Management Agreement provided by Berreria.. This Fee Protection Agreement shall be valid and binding upon signing of the contract with the Collateral Provider. Said fee to be paid to the following lender and borrower groups Paymaster:

ALL PAYMASTER FEES ARE TO BE SPLIT EVENLY BETWEEN WIRES 2-6.

Wire number 1 for Intermediary Group and is for \$180,000 United States Dollars and wired to:

Paymaster Name:	Busch Law Center, LLC
Bank Name:	MidFirst Bank
Bank Address:	3611 W. Anthem Way, Anthem, AZ 85086
Account Name:	Busch Law Center LLC
Account Number:	04358
Routing Number:	122187445
Bank Officer:	Michael Farris
Bank Telephone:	623-544-4145
Beneficiary Name:	Known by Paymaster: Alicorn Capital Management, LLC.
Special Wire Instructions:	Pre-advice must be sent via SWIFT to wire transfer and email notification immediately upon each tranche. Transfer payment together with the transaction codes to Larry@BuschLawCenter.com. Please call 623-826-1995 to notify that a wire has been sent for the beneficiaries.
Required Message:	All transfer instructions shall state: Funds are clean and clear of non-criminal origin and are payable in cash immediately upon receipt by the beneficiary's bank. The Remitter is known to us. This is done with full banking responsibility and we are satisfied as to the source of the funds sent to us



Case 3:11-cv-00726-M Document 1-7 Filed 04/08/11 Page 49 of 52 PageID 389

**COOK BUSINESS SERVICES, LLC***5710 Melanie Trl; Atlanta, GA 30349-2853**Ofc: 770-969-2217 fax: 678-802-0901***International Funds Sent to Paymaster in U.S.**

Bank Name:	JP Morgan Chase
SWIFT Code:	CHASUS33
Account Number:	9809
Account Name:	MIDHRST Bank, aba 303087995, FCC Busch Law Center, LLC 2103004358

3434 W. Anthem Way Ste. 118-621 • Anthem, AZ 85086-0448  
623-826-1995 • 623-551-1006 fax • Larry@BuschLawCenter.com



**COOK BUSINESS SERVICES, LLC**

5710 Melanie Trl; Atlanta, GA 30349-2853

Ofc: 770-969-2217 fax: 678-802-0901

**FEE PROTECTION AGREEMENT  
(IN BEHALF OF THE INTERMEDIARY GROUP)**

**Date** : 10/14/2010

**Transaction Code** : IGC-BI-CBS400  
**Borrower Code** :

**BENEFICIARY** : INTERMEDIARY GROUP .....

**Transaction** : Managed Buy/sell : Commodities  
**Face Amount** : 12% of \$10,000,000 SBLC monthly; Per Asset Management Agreement  
**Instrument details** : SBLC from SBUSA  
**Remaining Service Fee**: 10% per calendar year

The undersigned, with full corporate responsibility, under penalty of perjury, issue this irrevocable Fee Protection Agreement of eight hundred and sixty thousand United States Dollars (\$860,000) to be paid as listed below, for intermediaries, of the total face value of each and every transaction described above, including all extensions thereof as outlined in the Asset Management Agreement provided by Berreria.. This Fee Protection Agreement shall be valid and binding upon signing of the contract with the Collateral Provider. Said fee to be paid to the following lender and borrower groups Paymaster:

ALL PAYMASTER FEES ARE TO BE SPLIT EVENLY BETWEEN WIRES 2-4.

**Wire Number 2 for 340,000 United States Dollars and wired to:**

**Bank Name:** JP Morgan Chase Bank  
**Bank Address:** 530 Fifth Ave, 10th Floor, New York, NY 10036  
**Account Number:** [REDACTED] 9303  
**Routing Number:**  
**Swift Number:**  
**Bank Tel:**  
**Bank Fax:**  
**Bank Officer:** Julia Fan  
**Account Name:** Arcadio Ivan A. Santos III  
**Email:** arcadioivan@gmail.com  
**Phone:** +639189223660

**Wire Number 3 for \$340,000 United States Dollars and wired to: :**

**Bank Name:** Wells Fargo  
**Bank Address:** Downtown- 246 E. Commerce Street, San Antonio, TX 78205  
**Account Number:** [REDACTED] 7416  
**Routing Number:**  
**Swift Number:**  
**Bank Tel:**  
**Bank Fax:**  
**Bank Officer:** Michelle Rovira  
**Account Name:**  
**Email:** lance@mockingbirdfilms.com  
**Phone:** +01-214-390-3638





**COOK BUSINESS SERVICES, LLC**

5710 Melanie Trl; Atlanta, GA 30349-2853

Ofc: 770-969-2217 fax: 678-802-0901

**FEE PROTECTION AGREEMENT  
(IN BEHALF OF THE INTERMEDIARY GROUP)**

The payment shall be made without Protest, delay or deductions (other than bank wire transfer fees)

**NON-CIRCUMVENTION AND NON-DISCLOSURE**

All parties do herein agree that the Non-Circumvention and Non-Disclosure Rules (NCND) of all issues from the ICC 500 apply to this transaction for a period of five (5) years from date of execution of this Agreement by the undersigned, his or her assigns, agents and/or heirs. This NCND also applies to any and all other transactions direct or indirect initiated by these intermediaries.

The undersigned agree that this Fee Protection is assignable and transferable to the beneficiaries, designs, heirs and assigns upon written notice of all parties, and shall not be amended without the express written consent of the parties. If no contract is consummated, this Fee Protection Agreement is null and void in its entirety. Should a contract be signed between the Provider and the Borrower, a Bank Endorsed Corporate Pay Orders will be issued to the paymaster of each Group, followed by a Swift Wire transfer to the Paymaster's Account, when payment for the BOND/CD/MTN is completed.

**CONFIRMED AND APPROVED BY:**

Winston J. Cook, Managing Member  
Cook Business Services, LLC.  
5710 Melanie Trail  
Atlanta, GA 30349

**Authorized Signatory**


PRINTED NAME : Winston J. Cook,  
TITLE : General Partner, Cook Business Services, LLC  
DATE : October 18, 2010  
PASSPORT NUMBER : [REDACTED] 1919  
DATE OF ISSUE : September 27, 2006  
COUNTRY OF ISSUE : United States of America



Case 3:11-cv-00726-M-L Document 1-7 Filed 04/08/11 Page 52 of 52 PageID 392

***COOK BUSINESS SERVICES, LLC***

*5710 Melanie Pk., Atlanta, GA 30349-2853*

*Off: 770-969-2217 fax: 678-502-0901*

**FOR FURTHER DETAILS PLEASE REFER TO:**

**Allicorn Capital Management, LLC.**

14391 80th Street,

Milaca, MN 56353

Phone 612-916-7007, Fax

Email: [koster.scott@gmail.com](mailto:koster.scott@gmail.com)



**EXHIBIT 101 - IGM-CBS SBLC Xmtl Srv 10-18-2010**

**Interlink Global Messaging  
&  
Cook Business Services LLC  
SBLC TRANSMITTAL SERVICE**



## Interlink Global Messaging

### WELCOME

Thank you for contacting INTERLINK GLOBAL MESSAGING for your SWIFT message needs. Please see below regarding the additional documentation needed to complete your submission:

- Attached documents are to be signed by an authorized signatory
- A color copy of your photo identification (Driver's License or Passport)
- Copy of company registration papers (LLC, Inc., etc.) if applicable

All documentation **MUST** be notarized, scanned in color and returned by email to [SWIFT@STANDALONESWIFT.COM](mailto:SWIFT@STANDALONESWIFT.COM)

**NOTE:** Any submissions that do not contain all of the above shall be deemed incomplete and therefore shall not be considered.



Initials

*OK* *AS/Art.*



## SWIFT SERVICE AGREEMENT

THIS SERVICE AGREEMENT dated this 18th day of October, 2010 BETWEEN Card Business Services LLC, located at now referred to as "Customer", and Interlink Global Messaging, located at 1990 N. California Blvd, 8th Floor, Walnut Creek, CA 94596 now referred to as "Interlink Global Messaging".

Whereas, The Customer is of the opinion that INTERLINK GLOBAL MESSAGING has the ability to arrange SWIFT Messaging Services to the Customer, and

Whereas, INTERLINK GLOBAL MESSAGING is agreeable to providing such a service to the Customer, based on the terms and conditions as set forth in this Agreement.

IN CONSIDERATION OF the matters described above, both parties hereby acknowledged this Agreement as follows;

### Engagement

1. The Customer hereby agrees to engage INTERLINK GLOBAL MESSAGING to facilitate the transfer of a SWIFT message (The "Service") and INTERLINK GLOBAL MESSAGING hereby agrees to arrange the Service to the Customer for cost of Thirty-two thousand USD (\$32,000) per SWIFT message.

### Terms of Agreement

2. The terms of this Agreement will be based on a "per SWIFT" basis. The Customer fully understands that the language of the SWIFT message must be validated by Interlink Global Messaging. Each SWIFT message order received by INTERLINK GLOBAL MESSAGING shall be deemed as separate and individual transactions and such transactions shall be deemed complete and final once the Customer receives the ISN confirmation number that is transmitted from the receiving bank to the outgoing SWIFTing department and in turn passed on to the Customer.

### Performance

3. The Customer fully understands that they are to relay the correct receiving financial entity's information to INTERLINK GLOBAL MESSAGING and the failure to do so will result in failed delivery of the SWIFT message. In the event the Customer gives INTERLINK GLOBAL MESSAGING inaccurate information regarding the SWIFT message receiver, and customer wishes to resend with the correct receiving information, the "resend" transaction shall be treated as a new transaction and therefore the Customer must pay the full cost to resend the SWIFT message.

Initials

*WJH* *IGM*

Interlink Global Messaging Swift Service Agreement





### Compensation

4. For the Services provided by INTERLINK GLOBAL MESSAGING under this Agreement, the Customer must pay to INTERLINK GLOBAL MESSAGING a fee in advance in the amount of per SWIFT message. The Customer understands that once the SWIFT message has been ordered from INTERLINK GLOBAL MESSAGING that there are absolutely NO REFUNDS under any circumstances.

### Assignment

This agreement is only between the named parties in this agreement and cannot be assigned. Therefore any party not stated in this agreement shall be deemed a third party and shall not have any rights or authority in regards to these transactions.

### Transaction Communication

The Customer fully and clearly understands that INTERLINK GLOBAL MESSAGING will not, nor is INTERLINK GLOBAL MESSAGING obligated to, participate in discussions, meetings or conference calls such as "Project Discussions", "Trade Discussions", "Joint Venture Discussions", "Discussions with Lenders", "Planning Meetings" or such like with any party. Customer acknowledges that INTERLINK GLOBAL MESSAGING will not participate in discussions with Customer's joint venture party, partners, prospective partners, traders, or financial backers as it is not the responsibility of INTERLINK GLOBAL MESSAGING to do so.

Understood, Agreed and Accepted By:

*Cool Business Services, LLC*

*Winston J. Cool*

Printed Name of Authorized Signatory

*Winston J. Cool*

Signature of Authorized Signatory

Initials

*WJC*



### SWIFT MESSAGING REQUEST AND INDEMNITY AGREEMENT

We have requested that INTERLINK GLOBAL MESSAGING arrange to transmit SWIFT messages on our behalf.

We understand that INTERLINK GLOBAL MESSAGING is not acting as our agent and that INTERLINK GLOBAL MESSAGING is an independent company who has agreed to assist us with such SWIFT messages at our request. We hereby confirm that we will conduct our full due diligence on the beneficiary of the requested messages and that our transactions represent routine commercial business transactions. We agree to indemnify INTERLINK GLOBAL MESSAGING against all expenses, losses, claims and damages arising on account of sent messages which INTERLINK GLOBAL MESSAGING may incur.

We also agree that neither we nor the beneficiary of the SWIFT message, nor any of our representatives, agents or attorneys shall contact INTERLINK GLOBAL MESSAGING except in the normal course of day to day business or make any claim against any content of the SWIFT message transmitted by INTERLINK GLOBAL MESSAGING on behalf of us.

We further irrevocably waive any refund from INTERLINK GLOBAL MESSAGING for any charges and fees paid to INTERLINK GLOBAL MESSAGING for messages requested by us once the message has been ordered. We waive any claim for any lawsuit or claim in arbitration with regard to all messages sent by INTERLINK GLOBAL MESSAGING on behalf of us.

The undersigned is fully aware that INTERLINK GLOBAL MESSAGING shall not be made a party defendant in any dispute of any kind.

This Indemnity Agreement shall be irrevocable.

Date: oct 19 2010

(Company Name) Cook Business Services, Inc.

By: Winston J. Cook  
(Printed Name of Customer)

Winston J. Cook  
(Signature of Customer)

Initials WJ Cook

**DOCUMENT CERTIFICATION**Date: Oct 19, 2010

I/we certify under penalty of law that this document and all attachments submitted to INTERLINK GLOBAL MESSAGING are true, correct, accurate, and legally obtained. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations yet again I/we certify that I/we am/are conducting business in an ethical and legal fashion and that all documentation including but not limited to written agreements, photos, notarized documents and such like are true, correct, accurate, and legally obtained.

Printed Name: Winston I. CookSignature: Winston I. CookNotary Seal: Winston I. Cook  
10-18-10Initials WIC J. H. H.

Interlink Global Messaging Swift Services Agreement

**EXHIBIT 102 - CBS SBLC Application w-10-19-2010 FPA Redacted**

**Cook Business Services LLC**

**STANDBY LETTER OF CREDIT APPLICATION  
&  
October 19, 2010 FEE PROTECTION AGREEMENT**

CCC BUSINESS SERVICES, LLC

5710 Melanie Trl, Atlanta, GA 30349-2853

C/o: 770-969-2217 fax: 678-802-0901

TO: THE LENDER

C/O: ALICORN CAPITAL MANAGEMENT, LLC

Date: Oct. 19, 2010

Dear Sirs,

**Subject: Application to borrow Financial Instruments without pre-advice TO BE ISSUED  
AS STAND BY LETTER OF CREDIT OR BANK GUARANTEE.**

We are attaching here the application forms for following financial instrument :

ISSUING ENTITY	CURRENCY	AMOUNT	ISIN CODE	SERVICE FEE
SBUSA	USD	10,000,000	N/A	10.0%

- ☒ To the purpose to receive the instrument  
☒ without pre-advice

together with:

- the description of the project/purpose for which our company is applying for the leasing of above mentioned financial instrument;
- the passport of the authorized signatory .

We are looking forward to receive your agreement for above mentioned instrument and remain,

Very truly yours,



Exhibit D

 / SAK Initials

Page 1



*COOK BUSINESS SERVICES, LLC*

5710 Melanie Trl, Atlanta, GA 30349-2853

Ofc: 770-969-2217 fax: 678-802-0901

**APPLICATION TO BORROW BANK INSTRUMENTS  
WITH OUT PRE-ADVICE  
(MTN, BONDS, EUROPAPERS, COMMERCIAL PAPERS, CD, SBLC)**

TO : THE LENDER

C/O : Allicorn Capital Management, LLC

DATE : Oct. 19, 2010  
BORROWER'S CODE :  
TRANSACTION CODE : IGC-BI-CBS400

**BORROWER'S COMPANY INFORMATION**

COMPANY NAME : Cook Business Services, LLC  
ADDRESS : 5710 Melanie Trl  
CITY/COUNTRY : Atlanta, GA 30349-2853

AUTHORISED SIGNATORY:   
PASSPORT NUMBER : [REDACTED] 1919  
ISSUING COUNTRY : United States of America

**BORROWER'S DESIGNATED BANK**

BANK NAME : SUNTRUST BANK  
BRANCH : UNION CITY, GA 30291  
ADDRESS : 4601 JONESBORO RD.  
TELEPHONE, FAX, E MAIL : 770-969-3400; 770-306-3387; KARA.NAIL@SUNTRUST.COM  
SWIFT CODE : SNTRUS3A  
BANK OFFICER : KARA NAIL  
NUMBER OF ACCOUNT : [REDACTED] 2100  
HOLDER OF ACCOUNT : COOK BUSINESS SERVICES, LLC

(If the receiving bank or the paying bank are different, please indicate both bank coordinates)

**Borrower's initials:**

Exhibit D

 / SAK Initials

Page 2

**COOK BUSINESS SERVICES, LLC**

5710 Melanie Trl; Atlanta, GA 30349-2853

Ofc: 770-969-2217 fax: 678-802-0901

**FINANCIAL INSTRUMENT REQUESTED:**

ISSUING BANK	CURRENCY	AMOUNT	ISIN CODE	PRICE FEES
TBD	USD	10,000,000	N/A	10.0%

**OPTIONS****(please cross and selected option requested)****WE CONFIRM THAT THIS APPLICATION IS:**

- ☒ TO RECEIVE THE INSTRUMENT BY SWIFT MT760 TO MY DESIGNATED BANK  
☒ WITHOUT PRE-ADVICE

**WE ARE READY TO DEPOSIT IN A DESIGNATED ACCOUNT THE BANK EXPENSES DUE TO PERMIT TO COVER THE EXPENSES TO RESERVE THE BANK INSTRUMENT AMOUNTING TO:**

For instruments with a face value:

- 10M – 3.5% OR \$350,000 (Initial delivery of sixty (60) days).
- 20M – 3.5% OR \$700,000 (Initial delivery of sixty (60) days).

(This money will be applied to the over all lease fee and is inclusive of intermediary fees)

**CONFIRMED AND APPROVED BY THE BORROWER:****(CORPORATION NAME)****Cook Business Services, LLC**

**(AUTHORIZED SIGNATURE)****PRINTED NAME: Winston J. Cook****TITLE: Managing Gen. Partner****DATE: Oct. 19, 2010**

Exhibit D

 , SAK Initials

Page 3

**COOK BUSINESS SERVICES, LLC**

5710 Melanie Trl; Atlanta, GA 30349-2853

Cfc: 770-969-2217 fax: 678-802-0901


**CLIENT'S INFORMATION SHEET**

BORROWER CODE :  
 TRANSACTION CODE : IGC-BI-CBS400  
 FACE VALUE AMOUNT REQUESTED : USD \$10,000,000.00  
 TYPE OF INSTRUMENT REQUESTED : SBLC  
 LEASING FEES : 10.0%

MODE OF LEASE : SWIFT TRANSFER OF THE INSTRUMENT BY MT760

1. BORROWER FULL NAME : Winston Jerome Cook
2. TITLE : Managing Gen. Partner
3. NATIONALITY : U. S. Citizen
4. PASSPORT NUMBER : [REDACTED] 1919
- ISSUED COUNTRY : United States of America
- ISSUE DATE : September 27, 2006
- EXPIRATION DATE : September 26, 2016
5. COMPANY NAME : Cook Business Services, LLC
6. OFFICE ADDRESS : 5710 Melanie Trl; Atlanta, GA 30349-2853
7. MOBILE PHONE : 678-640-6103
8. BUSINESS TELEPHONE : 770-969-2217
9. BUSINESS FAX : 678-802-0901
10. E-MAIL ADDRESS : cookbusservices@gmail.com
11. LEGAL ADVISOR NAME :
12. LEGAL FIRM E-MAIL :
13. LEGAL FIRM PHONE NR :
14. MY BANK IS LISTED IN THE INTERNATIONAL BANKERS ALMANAC: YES (IF NO, YOU MUST PREPARE A CLOSING BANK, WITH ALL DETAILS RECEIVED FROM YOUR BANKER SENT TO THE PROVIDER)
15. ALL MY CLOSING BANK OFFICERS AWARE OF THIS TRANSACTION : YES

CONFIRMED AND APPROVED BY THE BORROWER:  
 (CORPORATION NAME)  
 Cook Business Services, LLC

 (AUTHORIZED SIGNATURE)  
 PRINTED NAME: Winston J. Cook  
 TITLE: Managing Gen. Partner  
 DATE: October 19, 2010



**COOK BUSINESS SERVICES, LLC**

5710 Melanie Trl, Atlanta, GA 30349-2853

Ofc: 770-969-2217 fax: 678-802-0901

**FEE PROTECTION AGREEMENT  
(IN BEHALF OF THE INTERMEDIARY GROUP)**

Date : Oct. 19, 2010  
 Transaction Code : IGC-BI-CBS400  
 Borrower Code :

**BENEFICIARY** : INTERMEDIARY GROUP .....

Transaction :  
 Face Amount : \$10,000,000, Ten million USD  
 Instrument details : SBLC  
 Initial Service Fee : ACM paid in advance  
 Remaining Service fees : 10%, ten percent

The undersigned, with full corporate responsibility, under penalty of perjury, issue this irrevocable Fee Protection Agreement of one million United States Dollars (\$1,000,000). This represents ten percent (10%), of the face value of the said SBLC referenced in the transaction codes above. Said Service Fee is to be paid as listed below, for intermediaries, lender and for the extension of said SBLC. This Fee Protection Agreement shall be valid and binding upon signing of the contract with the Collateral Provider. Said fee to be paid to the following lender and borrower groups Paymaster and is due within fifty calendar days of instrument delivery:

Wire Number 1 for \$1,000,000 United States Dollars and wired to:

<b>Paymaster Name:</b>	Busch Law Center, LLC
<b>Bank Name:</b>	MidFirst Bank
<b>Bank Address:</b>	3611 W. Anthem Way, Anthem, AZ 85086
<b>Account Name:</b>	Busch Law Center LLC
<b>Account Number:</b>	4358
<b>Routing Number:</b>	122187445
<b>Bank Officer:</b>	Michael Farris
<b>Bank Telephone:</b>	623-544-4145
<b>Beneficiary Name:</b>	Known by Paymaster: Alicorn Capital Management, LLC.
<b>Special Wire Instructions:</b>	Pre-advice must be sent via SWIFT to wire transfer and email notification immediately upon each tranche. Transfer payment together with the transaction codes to Larry@BuschLawCenter.com. Please call 623-826-1995 to notify that a wire has been sent for the beneficiaries.
<b>Required Message:</b>	All transfer instructions shall state: Funds are clean and clear of non-criminal origin and are payable in cash immediately upon receipt by the beneficiary's bank. *The Remitter is known to us. This is done with full banking responsibility and we are satisfied as to the source of the funds sent to us

**International Funds Sent to Paymaster in U.S.**

<b>Bank Name:</b>	JP Morgan Chase
<b>SWIFT Code:</b>	CHASUS33
<b>Account Number:</b>	9809
<b>Account Name:</b>	MIDFIRST Bank, aba 303087995, FCC Busch Law Center, LLC 2103004358

3434 W. Anthem Way Ste. 118-621 • Anthem, AZ 85086-0448

Exhibit D

*[Signature]* / *SAK* Initials

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**COOK BUSINESS SERVICES, LLC**

5710 Melanie Trl; Atlanta, GA 30349-2853

Ofc: 770-969-2217 fax: 678-802-0901

The Fee Protection of BOND/BG/SBLC Lease in United States Dollars will be paid for the entire transaction plus extensions. The intermediary fees shall be paid to the Intermediaries as per their written instructions upon completion of each and every tranche.

Borrower Code :  
Transaction Code : IGC-BI-CBS400

The payment shall be made without Protest, delay or deductions (other than bank wire transfer fees)

**NON-CIRCUMVENTION AND NON-DISCLOSURE**



All parties do herein agree that the Non-Circumvention and Non-Disclosure Rules (NCND) of all Issues from the ICC 500 apply to this transaction for a period of five (5) years from date of execution of this Agreement by the undersigned, his or her assigns, agents and/or heirs. This NCND also applies to any and all other transactions direct or indirect initiated by these Intermediaries.

Borrower's Initials: 

The undersigned agree that this Fee Protection is assignable and transferable to the beneficiaries, designs, heirs and assigns upon written notice of all parties, and shall not be amended without the express written consent of the parties. If no contract is consummated, this Fee Protection Agreement is null and void in its entirety. Should a contract be signed between the Provider and the Borrower, a Bank Endorsed Corporate Pay Orders will be issued to the paymaster of each Group, followed by a Swift Wire transfer to the Paymaster's Account, when payment for the BOND/CD/MTN is completed.

**CONFIRMED AND APPROVED BY THE BORROWER:**  
(CORPORATION NAME)  
Cook Business Services, LLC

**Authorized Signatory**

  
**PRINTED NAME** : Winston J. Cook  
**TITLE** : Managing Gen. Partner  
**DATE** : Oct. 19, 2010  
**PASSPORT NUMBER** :  1919  
**DATE OF ISSUE** : September 27, 2006  
**COUNTRY OF ISSUE** : United States of America

**FOR FURTHER DETAILS PLEASE REFER TO:**

Allcorn Capital Mangement, LLC.  
14391 80th Street.

Exhibit D

 / SAK Initials

Page 6

Volume 5 - 000014

**EXHIBIT 103 Winston Cook SBLC Transaction Details Redacted**

**Winston Cook**

**\$10,000,000 USD SBLC TRANSMITTAL VIA MT760  
Facilitated by Interlink Global Messaging**

## Transaction Details

### Instrument Details

Instrument Type:	SBLC
Instrument Size:	10M USD
Delivery Method:	MT760 - IGM
Delivery Period:	Initial 60 days written for 1 yr and 1 day
Extensions:	Yes - by day 50 see FPA -
Issuing Entity:	SBUSA

### Beneficiary Details

Company Name:	Avira Investment Limited
Company Address:	1st Floor, 31 Sandringham Road, Nicosia, Cyprus
Company Phone:	+357 24321234

### Beneficiary Bank

Bank Name:	MARFIN POPULAR BANK PUBLIC CO LTD
Bank Address:	INTERNATIONAL BUSINESS CENTRE (179) 205 MAKARIOS III AVENUE VICTORY HOUSE CY- 3030 LIMASSOL P.O. BOX 51139, CY-3501 LIMASSOL CYPRUS
Account Number:	USD ACCOUNT NUMBER: [REDACTED] 152
SWIFT Code:	LIKICY2N120
Account Name:	AVIRA INVEST LTD
IBAN Number:	[REDACTED] 9152
Bank Officers:	Mr. Ioannis Christodoulou Tel: +357 25815989


	Mrs. Marina Voura Tel: +357 25 815992
Bank Phone:	TEL: +357 25815959, FAX: +357 25815978
B/O Email:	

*Account Holder:*

Company Name:	Cook Business Services, LLC
Company Address:	5710 Melanie Tri, Atlanta, GA 30349-2853
Company Phone:	770-969-2217

*Contract Number:*

Transaction Code:	IGC-BI-CBS400
-------------------	---------------



Oct 19, 2012

Sign:

Date:



**EXHIBIT 104 -Winston Cook SBLC & SWIFT Template**

**Winston Cook**

**SBLC TEMPLATE & MT760 SBLC TEMPLATE**

**STANDBY LETTER OF CREDIT**

Letter of Credit No: XXXXXXXX  
 Amount USD \$ XXXXXXXX  
 Date of Issue: XXXXXXXX, 2010  
 Maturity Date: XXXXXXXX, 2011

Account: Party: XXXXXXXXXX  
 Address: XXXXXXXXXX  
 XXXXXXXXXX

Beneficiary: XXXXXXXX, LLC  
 Address: TBD

We, (NAME OF FINANCIAL ENTITY), Located at (ADDRESS OF FINANCIAL ENTITY) hereby open our assignable, transferable, divisible and confirmed standby letter of credit in favor of (Name of Beneficiary to be determined at a later date) and located at (Address of Beneficiary to be determined at a later date) for the amount of XXXX Million Dollars (US \$00,000,000.00) due one year and one month, from the date of issue (The maturity date).

Payment is available by the beneficiary's first written demand via bank wire system or certified mail demand hereunder and must be marked drawn under standby letter of credit No XXXXXXXX, dated XXXXXXX, 2010.

Such payment shall be made without set-off, free and clear of any deductions, charges, fees or withholding of any nature, now or hereinafter imposed, levied, collected, withheld or assessed by the government of the (country) or any political subdivision or authority thereof or therein. We hereby engage with you that your draft drawn under and in compliance with the terms of this standby letter of credit shall be duly honored on due presentation to us. This letter of credit is subject to uniform customs and practices for Documentary Credit (1996 Revised) I.C.C. Publications No. 400/500, and is also subject to the structure, terms and conditions associated with this standby letter of credit and shall be governed and construed in accordance with the laws of California.

This standby letter of credit is an operative instrument and no mail confirmation will follow.  
 This letter of credit expires on XXXXXXXXXX, 2011.

Signature of Authorized Officer



Winston J. Cook; Signatory.

10-19-2010

Date:

SBLC Template

*CP. S. Cook*, *WJ*, *SAK* Initials

Page 1

## SWIFT MT760 TEMPLATE

### RECEIVING BANK

BANK NAME:  
BANK ADDRESS:  
ACCOUNT NUMBER:  
SWIFT CODE:  
BANK TEL:  
BANK OFFICER:  
ACCOUNT NAME:

REFERENCE: CONTRACT # XXXXXXXXXXXXX, XXXXXXXX / XXXXX MILLION  
DOLLARS (\$XX.XXX.XXX)

{1:XXXXXXXXXX0000000000; {2:XXXXXXXXXXXXXXXXN2020} {4:  
:20:XXXXXXXX XXXXXXXX 200901260  
:21:ADVICE  
:79:PLS RELAY THIS MSG TO XXXXXXXXXXXXXXXXXXXX  
W/O YR RESPONSIBILITY OR ENGAGEMENT.

QUOTE  
PLEASE ADVISE THIS MESSAGE TO YOUR CUSTOMER  
XXXXXXXXXX W/O YR ENGAGEMENT OR LIABILITY.

WE, XXXXXXXX XXXXXXXX, HEREBY ADVISE YOU THAT OUR  
CLIENT XXXXXXXX, AS OF THIS TRANSMISSION  
HAS BEEN ISSUED STANDBY LETTER OF CREDIT NO. XXXXXXXX  
AND HAS THE CAPABILITY TO ENTER INTO CONTRACT NUMBER  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX.

PLEASE ADVISE BACK TO US THROUGH YR RECEIPT OF SAME.

PLEASE CONFIRM YOUR RECEIPT VIA SWIFT.  
UNQUOTE

Sign: 

Date: 05-19-10

MT799 TEMPLATE

 / SAK Initials

Page 1